

# Exhibit “M”



May 25, 2023

**VIA U.S. FIRST CLASS MAIL**

Stateline Rentals, LLC  
1205 Galleria Blvd  
Rock Hill, SC 29730-6671

Garth Errol McGillewie Jr  
8301 Marcliffe Ct  
Waxhaw, NC 28173-5500

Applied Machinery Rentals, LLC  
1205 Galleria Blvd  
Rock Hill, SC 29730-6671

**RE: NOTICE OF DEFAULT AND ACCELERATION**

Customer: Stateline Rentals, LLC  
Contract/Lease No. 3069110-001 & 3069110-002 (the "Finance Agreements")

Dear Stateline Rentals, LLC, Garth Errol McGillewie Jr. and Applied Machinery Rentals, LLC:

Events of Default have occurred and currently exists under the Finance Agreements entered into by and between Stateline Rentals, LLC ("Borrower") and Stearns Bank N.A. ("Stearns Bank"). Borrower executed an Equipment Finance Agreement effective May 12, 2022 for contract 3069110-001, and Borrower executed an Equipment Finance Agreement effective June 1, 2022 for contract 3069110-002. The Equipment Finance Agreements and all other addenda, attachments, and documents relating to the Finance Agreements will be collectively referred to as "Contract Documents".

Previous Notices of Default were sent to you on April 14, 2023 ("April 14<sup>th</sup> Notice") and subsequently on May 12, 2023 ("May 12<sup>th</sup> Notice"). To date, you have not cured the Events of Default described in the April 14<sup>th</sup> Notice and the May 12<sup>th</sup> Notice. An additional Event of Default has now occurred by virtue of your failure to perform the obligations under the Finance Agreements, including but not limited to, timely payment of your payment obligations under contract 3069110-001 (the "Payment Default").

## ACCELERATION OF ALL DEBT

IN ACCORDANCE WITH ITS RIGHTS AND REMEDIES UNDER THE FINANCE AGREEMENT, STEARNS BANK HEREBY ACCELERATES AND DECLARES THE FINANCE AGREEMENTS' UNPAID RECEIVABLE BALANCE, ALONG WITH ANY AND ALL UNPAID LATE CHARGES, COSTS AND FEES, IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER NOTICE.

As of **May 24, 2023**, the total amount due and owing under the Finance Agreements is \$3,808,216.00. Late charges, fees and costs continue to accrue in accordance with the Finance Agreements. **Payment in full must be made immediately.** If you fail to make immediate payment, Stearns Bank may pursue any right or remedy it has under the terms of the Finance Agreement, at law, or in equity.

## DEMAND TO ASSEMBLE EQUIPMENT

The collateral securing the Finance Agreement is as follows:

- 2022 Merlo Roto 50.35 S Plus Telehandler VIN: ZF1RT30D1D1005122 with Attachments
- 2022 Merlo Roto 50.35 S Plus Telehandler VIN: ZF1RT30D1D1005123 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003874 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1004246 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003875 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003873 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003474 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003876 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1004245 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003877 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1003878 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1004241 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1004242 with Attachments

- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1004243 with Attachments
- 2022 Merlo P 120.10 HM Telehandler VIN: ZF1P101D1D1004244 with Attachments
- 2022 Merlo Roto 50.26 S Plus Telescopic Handler SN: ZF1RT21D1D1004706 with Attachments
- 2022 Merlo Roto 50.26 S Plus Telescopic Handler SN: ZF1RT21D1D1005890 with Attachments
- 2022 Merlo 50.21 S Plus Telescopic Handler SN: ZF1RT21D1D1003239 with Attachments
- 2022 Merlo 50.21 S Plus Telescopic Handler SN: ZF1RT21D1D1004146 with Attachments
- 2022 Merlo 50.21 S Plus Telescopic Handler SN: ZF1RT21D1D1003288 with Attachments
- 2022 Merlo Roto 70.28 S Plus Telescopic Handler SN: ZF1RT30D1D0003914 with Attachments
- 2022 Merlo Roto 70.28 S Plus Telescopic Handler SN: ZF1RT30D1D1003639 with Attachments
- 2022 Merlo Roto 70.28 S Plus Telescopic Handler SN: ZF1RT30D1D1002252 with Attachments
- 2022 Merlo Roto 70.28 S Plus Telescopic Handler SN: ZF1RT30D1D1003966 with Attachments
- 2022 Merlo Roto 70.28 S Plus Telescopic Handler SN: ZF1RT30D1D1002488 with Attachments
- 2022 Merlo Roto 70.28 S Plus Telescopic Handler SN: ZF1RT30D1D1003917 with Attachments

The collateral named herein may also be referred to as the “Equipment”. Stearns Bank has made multiple attempts to contact you to learn the location of the Equipment but those attempts have been unsuccessful.

Be advised that the Finance Agreements grant Stearns Bank full title and interest in the Equipment. **YOU HAVE NO AUTHORITY OR RIGHT TO SELL, TRANSFER, OR OTHERWISE CONVEY THE EQUIPMENT.** If you have sold, transferred, or otherwise conveyed the Equipment or if you withhold the location of the Equipment, thereby preventing Stearns Bank’s recovery of the same, you may be liable for wrongful conversion.

Stearns Bank further has the right to immediately recover the Equipment under the terms of the Finance Agreements. Stearns Bank hereby demands that you immediately collect and assemble the Equipment. Once assembled and collected, please contact Trent Blais at 1-800-247-1922 to arrange for Stearns Bank, or its representative, to repossess the Equipment. If you fail to collect and assemble the Equipment, Stearns Bank may pursue any right or remedy it has under the terms of the Finance Agreements, at law, or in equity.

**YOUR IMMEDIATE ATTENTION IS REQUIRED.** Our cooperation with Stearns Bank will help mitigate Stearns Bank's damages and your potential losses. Stearns Bank is entitled to recover additional expenses, costs, and fees, including attorney fees, incurred in repossessing the Equipment and/or obtaining full payment of the Finance Agreements should you fail to comply with the demands in this letter.

THIS NOTICE IS NOT INTENDED TO BE, AND SHALL NOT BE CONSTRUED AS, AN ELECTION OF REMEDIES OR A WAIVER OF ANY RIGHTS OR REMEDIES BY Stearns Bank. Additional defaults may exist that are not enumerated in this letter. Stearns Bank does not waive any other default or waive any remedy or recourse that Stearns Bank may have relating to any other default. By this letter, Stearns Bank is not waiving, releasing, discharging, or satisfying any existing events of default and Stearns Bank reserves all of its rights and remedies under the Contract Documents. Notwithstanding any present or future forbearances, Stearns Bank reserves and retains the right to exercise any or all of its rights and remedies under the Contract Documents and at law, at any time, in Stearns Bank's sole discretion.

Please contact the undersigned as soon as possible to confirm receipt of this letter and to discuss your full payment and/or assembling of the Equipment. We look forward to your full cooperation and timely resolution of this matter.

Please contact the undersigned as soon as possible to address this important Notice.

Sincerely,

**STEARNS BANK N.A.**

*/s/ Brian Jesse*

Brian Jesse  
Assistant General Counsel - Litigation